


**RBC  
Centura**
**Resolution And Agreement**  
*For Deposit Account and Bank/Corporate Services*

his Resolution and Agreement is submitted by \_\_\_\_\_  
 hereinafter referred to as the "Customer") designating RBC Centura Bank as a depository institution for the Customer.

☐ If checked here, the Customer also operates under or is usually identified by a trade name, as follows: \_\_\_\_\_

The Customer is duly organized and operates as a: \_\_\_\_\_

**BE IT HEREBY RESOLVED, AUTHORIZED AND AGREED THAT RBC Centura Bank** (hereinafter "Bank") be, and it hereby is, designated as a depository institution for the funds of the Customer.

1. **FURTHER RESOLVED**, that any and all types of deposit accounts, including without limitation checking, savings, time, certificate receipts and certificates of deposit, and any other accounts may be opened in the Customer's name with the Bank in accordance with the applicable rules and regulations for such accounts.

2. **FURTHER RESOLVED**, that any one of the officers, employees or agents of the Customer named below in this paragraph 2 (hereinafter referred to as "Authorized Representatives") is **HEREBY AUTHORIZED**, on behalf of the Customer and in its name or trade name, if applicable, but subject to any limitation of authority specifically stated in the appropriate area below, to sign checks, drafts, notes, bills of exchange, acceptances, certificate receipts, certificates of deposit or other orders for the payment of money relating to any account(s) in the Customer's name for which they have also signed the deposit agreement and/or signature card; to endorse checks, notes, bills, certificate receipts, certificates of deposit or other instruments owned or held by the Customer for deposit with the Bank or for collection or discount by the Bank relating to any account(s) in the Customer's name for which they have also signed the deposit agreement and/or signature card; to accept drafts, acceptances and other instruments payable at the Bank; to place orders with the Bank for the purchase and sale of foreign currencies on behalf of the Customer; to waive presentment, demand, protest, notice of protest or notice of dishonor of any check, note, bill, draft or other instrument made or drawn to or endorsed by the Customer.

**THIS SECTION MUST BE COMPLETED.** (Please print or type.)

Names of Authorized Representatives

Title

Designate Any  
Limited Authority\*

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*Note: Authorized Representatives must also sign a deposit agreement and/or signature card.)

**NOTE:** If an Authorized Representative has less than the full authority granted by this Resolution and Agreement, it must be specified in this area.

3. **FURTHER RESOLVED**, that Bank may pay or honor any of the instruments described in paragraph 2 above cashed, drawn against or deposited to any account in the Customer's name or otherwise charged against the Customer by any or all individuals whomsoever, whether authorized or unauthorized, who shall make use of a sample or other facsimile signature or endorsement bearing the Customer's name or trade name, if applicable, and indicated on the signature card or below:

Facsimile Signature Used By Customer \_\_\_\_\_

4. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, the Bank may cash checks, drafts or money orders payable to cash or to the Customer (irrespective of any special or restrictive endorsement thereon) when endorsed by an Authorized Representative in his or her individual capacity or representative capacity, and, further, that any Authorized Representative may from time to time designate in writing to Bank the employees or agents who are authorized pursuant to this Resolution and Agreement to cash checks payable in the Customer's name or trade name, if applicable, which authorization, unless limited by its terms, shall remain in effect until a written notice signed by any Authorized Representative is received by the Bank at the same office to which the original authorization was delivered.

5. **FURTHER RESOLVED**, that the Bank be, and it hereby is, authorized to honor, receive, certify or pay all instruments signed in accordance with the foregoing resolutions, even though drawn to cash, drawn or endorsed to the order of an Authorized Representative signing the same, or tendered by him or her for cash, in payment of the individual obligation of such Authorized Representative or for deposit to his or her personal account, and the Bank shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any instrument signed in accordance with the foregoing resolutions or the application or disposition of such instrument or the proceeds thereof.

6. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute a Safe Deposit Agreement, the terms of which are hereby incorporated by reference, by and between the Customer and the Bank.

7. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute a Night Depository Agreement, the terms of which are hereby incorporated by reference, by and between the Customer and the Bank and is authorized to appoint agents to receive, open and process the contents of night depository bags and to revoke the appointment of such agents.

8. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute an Electronic Funds Transfer Agreement, the terms of which are hereby incorporated by reference, by and between the Customer and the Bank and is authorized to designate "Authorized Agents" thereunder on Authorization Forms supplied by the Bank.

**FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute a Cash Management Agreement, Master Repurchase Agreement, and Sweep Service Agreement, the terms of which agreement(s) is/are hereby incorporated by reference, by and between the Customer and the Bank.

10. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative, or such other parties as may be named by an Authorized Representative by written notice to the Bank, are authorized to place verbal orders for the purchase of RBC Centura Bank commercial paper, pursuant to the terms and conditions of the RBC Centura Bank Unsecured Master Notes Terms set forth on each Confirmation, which terms are incorporated herein by reference, or purchase of Repurchase Agreements for the account of the Customer. Unless limited by its terms, the authorization of other parties to act under this paragraph 10 shall remain in effect until a written notice signed by any Authorized Representative is received by the Bank at the same office to which the original authorization was delivered.

11. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute the Bank's Indemnity Agreement or other agreement required by the Bank to induce Bank to replace a lost check, instrument or security as described therein.

12. **FURTHER RESOLVED**, that the Bank is authorized to obtain information from ChexSystems or any other party concerning the Customer's previous banking deposit relationships, and the Bank may provide information to such services concerning the Customer's accounts with the Bank.

13. **FURTHER RESOLVED**, that, subject to any limitation(s) specifically stated in paragraph 2 above, any Authorized Representative is authorized to execute a RBC Centura Online Money Management Enrollment Agreement for the use of either Quicken®, Microsoft Money® or Quickbooks® software. Customer acknowledges that payments and transfers of funds may be made electronically through an online network to which the personal computer(s) in which the software is installed will be connected and that one or more access passwords and/or personal identification numbers (PINs) will be provided to or selected by the Authorized Representative who signs the agreement in order to control access and provide security to Customer's accounts and to the network system. Further distribution and security of the access passwords and PINs will be the responsibility of that Authorized Representative. **FURTHER RESOLVED**, that Customer assumes all responsibility for security of the software, access passwords and PINs and agrees to protect them from use by unauthorized persons, and that Customer agrees to indemnify and hold Intuit Corporation, Intuit Services Corporation and RBC Centura Bank harmless from any and all damages incurred or perceived to be incurred resulting from unauthorized use of the Online Money Management account.

14. **FURTHER RESOLVED**, that this Resolution and Agreement, and each resolution herein, shall be continuing in nature and within the scope and powers provided in the Customer's governing documents (whether they be articles of incorporation, laws, partnership agreement or other agreements or rules governing the Customer); that if any material change therein shall occur or if any change in ownership or organization of the Customer shall occur, or if there shall be a change in any of the Authorized Representatives named above, the Secretary or an Assistant Secretary (if the Customer is a corporation) or a manager or managing partner, agent or representative (if the Customer is other than a corporation) shall immediately certify such changes to the Bank by submission of a new Resolution and Agreement and deposit agreement and/or signature card for any account(s) thereby affected; that the Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage resulting from, or growing out of, honoring such certifications or refusing to honor any notice not properly certified; that receipt of such certification shall not affect any action taken by the Bank prior thereto in reliance on this Resolution and Agreement; and that in the event of any dispute pertaining to any account(s) of the Customer, the Bank's records shall govern.

15. **FURTHER RESOLVED**, that, if the Customer is a corporation, the Secretary or an Assistant Secretary be, and hereby is, authorized and directed to certify these resolutions to the Bank and further to certify that the provisions hereof are in conformity to the Customer's charter and by-laws.

**FOR SOLE PROPRIETORS, UNINCORPORATED ASSOCIATIONS AND OTHER TYPES**

I hereby certify that I am the owner or a managing agent, representative or trustee of the Customer named above in this Resolution and Agreement; that the above is a true copy of resolutions duly adopted by myself or the governing body of the Customer in accordance with procedures which have been duly adopted to govern the Customer; and that such resolutions are in full force and effect and have not been amended or rescinded.

In witness whereof, I have hereunto set my hand and seal (on behalf of the Customer, if not an individual), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

Title: \_\_\_\_\_